

**DRAFT
SERVICE AGREEMENT
BETWEEN CITY OF SUNNYVALE AND BASIL S. SALAH
DBA CULINARY MAGIC CATERING
TO PROVIDE FOOD SERVICES AT THE SUNNYVALE SENIOR CENTER**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BASIL S. SALAH, sole proprietor, doing business as CULINARY MAGIC CATERING ("CONTRACTOR").

WHEREAS, on May 17, 2005, CITY issued Request for Proposals No. F0404-59 to provide food services at the Sunnyvale Senior Center, including the preparation of weekend lunches and catering special events; and

WHEREAS, CONTRACTOR has submitted a proposal in response to this Request for Proposals; and

WHEREAS, CITY has determined that CONTRACTOR's proposal offers the best value to CITY;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services

(a) There are attached and incorporated by this reference the following exhibits:

- (1) Exhibit "A", consisting of Pages 2 through 9, inclusive, of that certain document entitled "Request for Proposals No. F0404-59". The document consists of the Notice Inviting Proposals, Instructions to Proposers, Specifications, Terms and Conditions, and Proposal Format, which was submitted to all prospective proposers.
- (2) Exhibit "B", consisting of Pages 1 through 9, inclusive, of that certain document presenting the response to Request for Proposals No. F0404-59, as submitted to CITY by CONTRACTOR with the pertinent information provided by CONTRACTOR in response to the Request for Proposals and CONTRACTOR'S Addendum, dated August 2, 2005.
- (3) Exhibit "C", consisting of Pages 1 and 2, inclusive, of that certain document entitled "Contractor Scope of Services", which describes the services to be provided by CONTRACTOR.
- (4) Exhibit "D", consisting of one page entitled "Duties of the City", which describes the CITY's obligations under this agreement.
- (5) Exhibit "E", consisting of one page entitled "Insurance Requirements", which describes the types and limits of insurance coverage CONTRACTOR shall obtain and maintain throughout the contract term, including extension(s).

2. Time for Performance

The term of this Agreement shall be two years, beginning on November 1, 2005 or the date of contract execution, whichever occurs last. Agreement may be extended for one additional one-year period at the option of CITY, provided that notice of such extension is provided to CONTRACTOR thirty (30) days in advance.

Time is of the essence in the performance of the Agreement. If services cannot be performed at the specified time, CONTRACTOR shall promptly notify CITY of the earliest possible date for performance of the services. Notwithstanding such notice, if CONTRACTOR, for any reason whatsoever, fails to perform the services within the time specified, CITY may terminate the Agreement or any part thereof without liability except for services previously performed and accepted.

3. Service Level and Compensation

CONTRACTOR shall provide a Service Level consisting of providing up to 21,000 Meals, based on a maximum of 84 meals per day and a minimum of 25 meals per day, prepared onsite with at least an 85% customer satisfaction rating, at a cost to the City of \$2.50 per meal, plus tax, and a daily labor fee of \$60.00. Catering of Senior Center special events may be negotiated and priced separately. Customer satisfaction will be depending by periodic City-initiated surveys of seniors.

4. Invoicing and Payment

CONTRACTOR shall submit invoices on a bi-weekly basis. Payment shall be made within ten (10) days of City's receipt of an accurate, itemized invoice.

5. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONTRACTOR shall not accept employment or an obligation which is inconsistent or incompatible with CONTRACTOR's obligations under this Agreement.

6. Confidential Information

CONTRACTOR shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONTRACTOR may become aware in the performance of its services.

7. Compliance with Laws

- (a) CONTRACTOR shall strictly adhere to all state and federal laws with respect to discrimination in employment and shall not discriminate against any individual on the basis of race, color, religion, gender, sexual orientation, marital status, national origin, age or disability.
- (b) CONTRACTOR shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

8. Independent Contractor

CONTRACTOR is acting as an independent contractor in performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONTRACTOR. CONTRACTOR is responsible for paying all required state and federal taxes.

9. Indemnity

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act

or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

10. CITY Representative

Patricia Lord, as City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

11. CONTRACTOR Representative

Basil S. Salah shall represent CONTRACTOR in all matters pertaining to the services and materials to be rendered under this Agreement. All requirements of CONTRACTOR pertaining to the services to be rendered under this Agreement shall be coordinated through the CONTRACTOR representative.

12. Notices

All notices required by the Agreement shall be in writing, and shall be personally delivered or sent by first class mail, postage prepaid or by commercial courier, addressed as follows:

To CITY: Patricia Lord
Department of Parks and Recreation
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONTRACTOR: Basil S. Salah, Sole Proprietor
CULINARY MAGIC CATERING
390 Crestview Drive
Santa Clara CA 95050

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered.

Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

13. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

14. Termination

If CONTRACTOR defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONTRACTOR. If CITY fails to pay CONTRACTOR, CONTRACTOR at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Either party shall have the right to terminate this Agreement for any reason upon thirty (30) days' written notice to the other.

15. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

16. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

CULINARY MAGIC CATERING
("CONTRACTOR")

By _____
City Attorney

By _____
Basil S. Salah, Sole Proprietor

SECTION I. NOTICE INVITING PROPOSALS

This is an invitation to provide food services at the Sunnyvale Senior Center, 550 East Remington Drive, Sunnyvale, California, for a period of two years, beginning approximately September/October, 2005, with an option to extend the contract for one additional one-year period.

SECTION II. INSTRUCTIONS TO PROPOSERS

- A. **Preparation of Proposal** - Proposals shall be written and shall be in the prescribed format and contain all information required by this Request for Proposals (Section V. Proposal Format). No oral, telegraph, telephone, facsimile or electronic proposals will be accepted. All costs of proposal preparation shall be borne by the proposer.
- B. **Examination of Proposal Solicitation Documents** - The proposal solicitation documents consist of this Request for Proposals, each and every document listed in the Table of Contents of the RFP, and any addenda which may have been issued. Proposer shall thoroughly examine and be familiar with all proposal solicitation documents. Submission of a proposal shall constitute proposer's acknowledgment upon which the City may rely that proposer has thoroughly examined and is familiar with the proposal solicitation documents. Failure or neglect of proposer to receive or examine all or part of the proposal solicitation documents shall in no way relieve the proposer from any obligations with respect to this RFP or any resultant Service Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any part of the proposal solicitation documents.
- C. **Conformance to RFP Requirements** - Proposal shall conform to the requirements of this Request for Proposals. All requested attachments shall be submitted with the completed Proposal Form and in the designated format. Failure to comply with all requirements may result in proposal rejection.
- D. **Interpretation of Proposal Solicitation Documents and Addenda** - Should a proposer discover conflicts or ambiguity in the proposal solicitation documents that require a decision or explanation, proposer may request an interpretation. Such a request shall be made in writing and delivered to the person identified on the cover page of this RFP no later than five (5) calendar days before the deadline for receipt of proposals. Every interpretation made to proposers will be in the form of an Addendum issued by the City. Addenda, if issued, will be sent as promptly as possible to all parties that have been issued proposal solicitation documents. Only properly issued Addenda shall be binding upon City; any oral and/or other form of interpretation or clarification will have no legal or contractual effect. Proposers shall acknowledge the receipt of Addenda on the Proposal Form.
- E. **Submission of Proposal** - Proposer shall submit an original (clearly marked 'Original') and one (1) copy (clearly marked 'Copy') of the Proposal, together with any required attachments or explanatory materials, prior to the time and date set for receiving proposals as stated on the cover page of this RFP or any modifying Addenda. Proposal shall be delivered in a sealed envelope ***clearly marked with the applicable RFP number*** addressed to:
- City of Sunnyvale
Purchasing Division
City Hall Annex
650 West Olive Avenue
PO Box 3707
Sunnyvale, CA 94088-3707
- F. **Modification or Withdrawal of Proposals**
1. **Before Date and Time for Receipt of Proposals** - Proposals that contain mistakes discovered by a proposer before the date and time for receipt of proposals may be modified or withdrawn by written notice to City's Purchasing Officer received prior to the deadline. Any modification shall be clearly identified as such and shall be made in writing, executed and submitted in the same form and manner as the original proposal.

2. After Date and Time for Receipt of Proposals - A proposer may not modify its proposal after the date and time set for receipt of proposals. A proposer alleging a mistake in a proposal may be permitted to withdraw its proposal if proposer alleges that a mistake was made in its proposal that made the price materially different than intended, provided that proposer gives written notice of the mistake and the manner in which it occurred to City's Purchasing Officer within five (5) calendar days following the deadline for receipt of proposals and City's Purchasing Officer deems it to be in the best interest of the City.

- G. **Pre-Proposal Conference and Site Walkthrough** - A pre-proposal conference and walkthrough of the relevant portions of the Senior Center and Community Center at 550 East Remington Drive, Sunnyvale, California, will be held on Wednesday, June 8, 2005, beginning at 2:30 p.m. ***This pre-proposal conference and walkthrough are not mandatory but highly recommended.*** The purpose of the conference and walkthrough is to discuss City objectives, to allow proposers to examine the facility, to answer proposer questions and/or to clarify City's requirements. Written addenda may be issued to all attendees if deemed appropriate and necessary by City.

The City shall presume that any proposer who submits a proposal is thoroughly familiar with all specifications and requirements of the Request for Proposals (RFP). Proposer's failure to examine any form or document or to examine the facility and/or equipment and furnishings shall in no way relieve the proposer from any obligation in respect to the proposal.

- H. **Late Proposals** - Proposer shall be responsible for the timely delivery of proposal. Proposals received after the deadline for receipt of proposals shall not be accepted and shall be returned to the proposer unopened unless necessary for identification purposes.
- I. **Public Opening of Proposals** - Each proposal, irrespective of any defects or irregularities, that has been received prior to the deadline for receipt of proposals, except those that have been properly withdrawn, will be publicly opened by a representative of the Purchasing Division at the date and time announced for such opening. If one or more members of the public are present, the name and address of each proposer will be read aloud at or shortly following the deadline for receipt of proposals.
- J. **Proposal to Remain Open** - The proposer shall guarantee its proposal for a period of ninety (90) calendar days from the date of public opening.
- K. **Non-Collusion Certification** - By submitting a proposal, proposer is certifying that it has not directly or indirectly been collusive with any other proposer in the preparation and submission of the proposal. If at any time it shall be found that the proposer to whom a contract has been awarded has, in presenting the proposal, colluded with any other party or parties, said proposer shall be liable to the City for all loss or damage which the City has or may suffer as the result of the collusive activity, including, but not limited to, the cost of advertising and awarding a new contract.
- L. **Proposer Qualifications** - To be considered, proposer must have a minimum of three (3) years experience providing similar services of similar scope.
- M. **Proposal Evaluation** - An evaluation team consisting of the City's Purchasing Office and representatives of the City's Parks and Recreation Department will evaluate all written proposals received; and each written proposal will be awarded a maximum of 100 points, based upon the following evaluation criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points</u>
1. Completeness of the proposal and adherence to the specified format.	5
2. Proposer's experience successfully providing similar services of similar scope.	15
3. Proposer's understanding and sensitivity to the needs of Sunnyvale seniors.	10
4. Proposed approach and creativity in providing the required services.	20
5. Input from proposer's references.	10
6. Start up strategy, including staffing plan.	10
7. Proposer's financial status and stability.	10
8. Cost of Proposed Service	<u>20</u>
Total Possible Points	100

Points awarded to each proposer will identify the proposer most likely to meet the City's needs. The City will then enter into contract negotiations with the most highly rated proposer. Should negotiations fail to conclude with a contract acceptable to both parties, the City will release, at its discretion, the first selected proposer and begin negotiations with subsequent candidate(s).

All proposals will be held in strict confidence by the City until the conclusion of negotiations and the execution of a Service Agreement with the successful proposer.

The successful proposer will be formally notified of contract award by the issuance of a written Notice of Award.

- N. **Sunnyvale Business License** – The successful proposer must either possess a current, valid Sunnyvale business license or must have submitted a Sunnyvale business license application and fee at the time of contract award.
- O. **Contract and Other Required Documents** - Contract documents will consist of this Request for Proposals; its attachment(s), if any; the successful proposer's signed proposal; and a contract executed by the parties.

Within ten (10) calendar days of the date of issuance of the Notice of Award, the successful proposer shall submit the following documents to the Purchasing Officer:

1. **Service Agreement** - A Service Agreement executed in duplicate by the successful proposer. A sample agreement is attached to this Request for Proposals (Attachment A).
2. **Evidence of Insurance** - All required insurance certificate(s) and endorsement(s).
3. **Sunnyvale Business License** - A copy of a valid Sunnyvale business license or a business license application and fee if not already licensed.
4. **W-9** - A completed Internal Revenue Form W-9.

Failure of the successful proposer to make a timely submission to the Purchasing Officer may result in a rescission of acceptance of the proposal by the City and an award of contract to another proposer.

- P. **Reservations** - The City reserves the right to:
1. Postpone the date and time announced for receipt of proposals by issuance of an Addendum at any time prior to the deadline for receipt of proposals;
 2. Reject any proposal that is conditional in any way or that contains erasures, items not called for, items not in conformity with applicable law, changes, additions, alternate proposals, or any other modifications of the Proposal Form which are not in accordance with the proposal solicitation documents;
 3. Make any investigations deemed necessary to determine proposer's qualifications and ability to provide the required services;
 4. Enter into discussions with any proposer to achieve clarification and/or full understanding of the proposal;
 5. Enter into negotiations with those proposers reasonably likely of being considered for selection for contract award; and
 6. Reject any or all proposals.

SECTION III. SPECIFICATIONS

- A. **Summary of Proposed Contract** - Contractor shall operate a Senior Lunch Program at the Senior Center, 550 East Remington Drive, Sunnyvale, California, starting at noon, Monday through Friday, except holidays, throughout the contract term, including extensions. In exchange for providing this service, City shall grant to Contractor the shared use of the fully-equipped kitchen and an office/storage area at the Community Center. In addition to the Senior Lunch Program, there may be additional City or private catering services available for the Contractor.
- B. **Contract Term** - The contract term shall be for two years, beginning upon contract execution. The contract may be extended for one additional one-year period at the option of the City. After the first year of the contract, City shall evaluate the service, based on the proposer's performance and customer satisfaction. The results of this evaluation will be shared with the Sunnyvale City Council.
- C. **Background** - The Senior Center is a 23,000 square foot building which includes a multi-purpose room, kitchen, lobby/lounge area, fitness room, health counseling rooms, multi-use activity rooms and administrative offices.

This facility serves as an informal gathering place for Sunnyvale seniors as well as the location of many ongoing and special events and activities.

For a number of years, the City has provided a nutritious lunch program at its Senior Center; and many local seniors have come to rely on both the nutritional and social benefits offered by this program. To assist proposers in proposal preparation, historical data relative to the City's provision of the Senior Lunch Program including revenue and expenses is available online at www.ci.sunnyvale.ca.us Report to City Council No. 05-093.

D. Scope of Services

1. Senior Lunch Program

Contractor shall plan, prepare and serve one congregate meal Monday through Friday at noon for a maximum of 95 participants with the exception of the following holidays (for which the City shall not be charged):

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	December Holidays (Christmas Eve through New Year's Eve)

In addition, lunch may not be served if Senior Center special events have been scheduled for the M-F noon time. Contractor will be considered for catering special events that may also be held during evenings or on weekdays at other times and/or weekends. Historically, participation in special event meals has ranged from 150 to 200 persons.

Contractor shall be required to provide meals, prepared on-site, of good quality, appeal and nutritional value. Monthly menu plans shall be prepared in advance and submitted to City at least seven (7) calendar days prior to the start of each new menu plan. (Samples of menus for the City-provided Senior Lunch Program will be distributed at the pre-proposal conference and site walkthrough.)

Prior to each meal, Contractor shall ensure that fresh condiments are available on each table, including salt, pepper, sugar, and sugar substitute.

The City prefers plated meals that include a hot entrée, dessert and beverage with optional soup and/or salad and bread basket. Meals shall be served to seniors at the table. Contractor may expect 6-8 senior volunteers to assist with the lunch program, on a daily basis.

Contractor shall bus and clean City-provided tables and chairs following each meal and shall place all trash in a City-provided dumpster at the end of each meal.

E. Obligations of Contractor

1. Contractor shall post monthly menus at least one day prior to the first day of each month.
2. Food and supplies shall be ordered and received by contractor.
3. Kitchen Area, Including Equipment - Contractor shall be responsible for providing janitorial service in the kitchen area and for the cleaning, care and maintenance of all City-provided kitchen equipment. A list of City-provided kitchen appliances and equipment will be provided at the pre-proposal conference and site walkthrough.
4. Table Service – The City prefers that the Contractor provide and maintain table service, including silverware, coffee mugs, glasses, and dishes.
5. Contractor shall provide cookware, utensils, etc.
6. Contractor shall provide specialized small appliances, if required.

7. Safety and Sanitation - Contractor shall be responsible for maintaining the kitchen, office space, delivery/entrance area and storage area in a clean, safe and sanitary condition to the satisfaction of City. Contractor shall provide to its employees environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations, including those of the California State Health Department in relation to food preparation and the prevention of food-borne illnesses.
8. Contractor shall be responsible for the collection, storage and disposal of tallow.
9. Contractor shall provide all cleaning supplies used on the performance of services under this contract. All supplies shall be approved by the City prior to use in the Senior Center.
10. Contractor's Employees
 - A. Contractor's employees shall present a clean and neat appearance and shall wear uniforms at all times while performing work under this contract. At a minimum, uniforms shall consist of identical aprons or uniform shirts to which Contractor's business name and/or logo have been affixed. Uniforms shall be approved in advance by City.
 - B. Contractor's employees performing work under this contract shall speak, read, write and understand English.
 - C. Contractor shall designate a supervisor who will be the City's primary contact for services performed under this contract. All direction given to Contractor's supervisor shall be as binding as if given to Contractor.
 - D. Contractor shall remove from service on City premises any employee of Contractor who, in the opinion of City, is not performing the services in a proper manner or who is otherwise objectionable.
11. Reporting of Problems - Contractor shall regularly observe the general condition of all facilities, furniture and equipment and shall report problems to City. Contractor shall immediately notify the City, in writing, of any occurrence or condition that interferes with its ability to be in full compliance with contract requirements.
12. Security - City shall provide facility keys to Contractor, as required. Lost keys shall be immediately reported to City. The cost for replacement of keys lost by Contractor or re-keying of locks at City's discretion shall be paid by Contractor.
13. Contractor shall provide its own office equipment and computer. Only City-related documents may be duplicated using the Senior Center copy machine.
14. Contractor shall be responsible for securing Contractor-owned equipment and supplies to ensure their protection from damage or loss by other users of the kitchen.
15. Insurance - Contractor shall provide the insurance coverage described in RFP Section VI, Paragraph E. In addition, Contractor shall be solely responsible for insuring against loss or damage from fire, theft, or any other cause, at its own cost and expense, any furnishings, fixtures, equipment, merchandise and supplies provided by Contractor and used in the performance of services under this contract.

G. Obligations of City

1. City shall collect and manage all revenue generated through the Senior Lunch Program.
2. City shall work with the Contractor to review/approve monthly menu.
3. The cost of repair and maintenance of City-provided kitchen equipment shall be borne by City. City reserves the right to inspect all City-provided equipment from time to time to ensure that it is being cleaned and maintained in an appropriate manner.

4. Dining room furniture will be provided by City. Although Contractor may use this furniture while performing services under this contract, this use will not be exclusive. City-provided dining room furniture includes round and rectangular tables with a maximum seating capacity of 95 persons.
5. City shall setup, remove and store tables and chairs.
6. City shall coordinate and supervise the activities of senior volunteers.
7. Contractor shall have the shared use of an office and dry food storage area as well as use of freezer, refrigerator and coffee maker in the Senior Center adjacent to the kitchen area and shall provide janitorial service in these areas. The provision and maintenance of furnishings and shelving in the kitchen area.
8. City shall provide and pay for all electrical, natural gas, water and sewer services, including grease traps, used by Contractor in the performance of its services at the Senior Center.
9. City shall publish information about Contractor and its Senior Center services in City's quarterly Older Adult Guide at no charge to Contractor. This guide is distributed to over 4,000 Sunnyvale seniors each year in the Spring, Summer, Fall and Winter. In addition, the City may publish information at no charge to the Contractor, in the Quarterly Report and the Sunnyvale Parks and Recreation Youth and Activity Guide.

SECTION IV. TERMS AND CONDITIONS

A. Nomenclature

1. As used throughout this Request for Proposals and its attachments, the following terms are synonymous:
 - a. "Successful proposer" and "contractor".
 - b. "Contract" and "service agreement".
 - c. "Services" and "work".
2. "The City" refers to the City of Sunnyvale, California.

B. Service Agreement - Terms and conditions under which the services described in this RFP will be performed are set forth in the sample Service Agreement which is attached to this RFP (Attachment A).

SECTION V. PROPOSAL FORMAT

Proposals shall provide a narrative that includes the specific information identified below. To expedite review by City, information must be presented in the following sequence and format by number.

A. Proposer Background Information

1. Legal structure of entity submitting proposal (i.e. sole proprietor, partnership, corporation, etc. If a partnership or corporation, indicate the ownership, rights and roles of each member of the partnership or corporation.
2. All principals of entity submitting proposal and a contact person with contact address and telephone number.
3. Three (3) business references for whom the proposing entity has performed services similar in size and scope to those described in this RFP during the past three (3) years. Include the name of the organization and location and a contact person with contact address and telephone number.
4. Related experience of principals, including number of years, type of business, positions held, special training, certifications, level of authority, etc.

5. Proof of proposing entity's financial ability to fulfill probable contract commitments, such as copies of audited financial statements.
6. If proposer has ever failed to complete any contract awarded, note when, where, and why.
7. If proposer has been or is the subject of a bankruptcy or insolvency proceeding or subject to assignment for the benefit of creditors, note when, where, and why.

B. Proposed Services For Senior Lunch Program

1. Proposed start up strategy, including the initial stocking of the kitchen, staff training, marketing plan, etc.
2. Proposed staffing level, including number and type of positions.
3. Proposed supply of dinnerware, tableware, linens, etc.
4. A description of how proposer will use creativity in menu preparation, such as menus based upon a theme, a holiday or a special event. Include a sample menu.
5. A description of other forms of creativity proposer will use in providing the required services and/or making the lunch program appealing to potential participants.
6. A description of proposed food quality, portion size and nutritional content.
7. An explanation of how proposer will accommodate fluctuating daily attendance and how it would affect the cost.
8. The proposed cost per meal and minimum cost per day.
9. Any other information proposer believes will assist the evaluation team in understanding the proposal.

C. Facility Usage

1. Whether the proposer expects to use the kitchen at the Senior Center for anything in addition to the services performed under this contract. If yes, include an explanation.
2. How proposer plans to clean and maintain the kitchen, storage area, office area, kitchen appliances, etc.
3. How proposer plans to secure its equipment, supplies and food items during those times when the kitchen is being used by others.

D. Signature

The proposal must be signed by either the proposer or an officer, partner or other representative duly authorized to sign such proposals on behalf of the proposer. If not signed by the proposer, a notarized resolution of the governing board of the entity must be attached which establishes such authority to the signer.

ADDENDA

Proposer acknowledges receipt of the following Addenda:

Number _____ Date _____

Number _____ Date _____

Number _____ Date _____

SIGNATURE

_____	_____
Signature	Title

_____	_____
Name (printed or typed)	Date

_____	_____
Telephone Number	Fax Number

_____	_____
Tax ID Number	Sunnyvale Business License Number

Proposal
To Operate & Provide Food Services
At
The Sunnyvale Senior Center

RFP Number F0404-59





Culinary Magic

Special Event Catering

390 Crestview Drive, Santa Clara, CA 95050 • 408-564-9000 • Fax 408-564-7999 • bsalah4 @netscape.net

June 28, 2005

City of Sunnyvale Purchasing Division
City Hall Annex
650 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

Attn: Ms. Dreama Howard

*Re: Proposal for Long-Term Food Service Program
Sunnyvale Parks and Recreation Department
RFP - F00404-59*

Section I - A Summary of Proposed Contract

I am interested in operating your kitchen in the Senior Center and feeding your members on a daily basis as you have outlined. I will accept \$5.00 per meal and \$60.00 a day for labor for this service and provide a variety of healthy and nutritious meals daily Monday through Friday excluding Holidays. I would do this in exchange for utilizing the kitchen facility for other catering business that I may need . This need would be to have access 24/7 for the facility.

I shall operate a Senior Lunch Program at the Senior Center, 550 East Remington Drive, Sunnyvale, California in exchange for the right to utilize the facility for my other business. The facility will include a dry storage room and office for my use. Also, there may be additional City or private catering services available to help subsidize the cost of the Senior Lunch Program. This will be spelled out later.

I understand that there will be other caterers sharing the facility for other functions throughout the year and they will need the kitchen for these events. I see no problem sharing the facility to handle these other functions for it is a very big kitchen and can handle very large events. I will deal with securing my personal equipment or may decide to leave it unsecured in the shared facility.

The contract will be to cook for a minimum of 25 members and for a maximum of 95 at any one sitting beginning at 12:00 noon daily. The daily count will vary depending on attendance and reservations, given 24 hour notice. The count can change daily and with the expressed intent to have extra for walk-ins.

Section I - B Contract Term

I understand the contract term is for 2 years and renewable for 1 year periods after that with option from the City. I understand also that there are clauses for termination with notice given by either party and reviews about performance, quality and customer satisfaction.

Section I - C Outlook for Future

I understand that the Senior Center is probably not a big "Profit" center for the city, nor the Lunch Program. And with the economy in a stalemate of recent, making it less costly would be an advantage for City resources.

I have spent 25 years of my life in the Advertising business in Michigan before moving to this area about 15 years ago. I helped many businesses, small and large, market their services and products. Whether this kitchen was over-designed for the lunch capacity, or whether the intent was to utilize the facility for larger special events, the beautiful kitchen you have built certainly has much more potential than for 25-95 senior lunches daily. It also can be a shared facility. there is plenty of room.

I have many ideas on how to make this kitchen, if not the entire facility a "More Self-sustaining" community Center, with either smaller subsidies from the city, or perhaps something more palatable. The more business generated by the City or the Senior Center for the Kitchen, the more I will subsidize the cost of meals served there.

Section II-A My Background

I am a sole Proprietor, Basil S. Salah D.B.A -Culinary Magic Catering. I have been operating a full-service catering business under this name for about 5 years. Prior to that I was a partner with my brother for 5 years who owns Grill Master's Catering. In starting both company's, I developed all of the marketing material, managed the businesses, handled the majority of sales, productioned all of the events and managed the kitchen staff. I developed all of the menu's, trained all the staff, met all of the State and Federal guidelines, regulations and laws. I grew up in a family mostly in the food business- wholesale, retail, restaurants and markets. I have always loved great food and cooking, and managing my own businesses most of my life, I found catering to be an ideal business.

During the heyday of the Dot-commers, we developed a great following feeding the high-tech Industry daily. Before the bubble burst, I had seperated from my brother and focused on institutional business and schools in particular. Knowing that research showed a great need to serve nutritious meals for children, I had great success serving 6 different schools. Safe-food handling practices were most important, as much as serving a healthy meal at a reasonable cost. As with Seniors, children have low tolerance immune systems, and the safety and quality of the food is most important. Whole grains, beans, fresh produce and low fat cooking are key. Having more fiber in the diet, low carb meals, and protein rich foods are crucial to a healthy lifestyle.

As the Executive Chef and Manager. I have spent a lifetime studying cooking and have hands-on experience in many facets of the business. I have successfully fed many High Tech and other corporate company's, Special Events of all kinds, Barbeques, Private Home Party's, Theme Events, Weddings, and operated Cafes like the Senior Center. I have fed as many as 1,500 guests in one hour to as little as 12 or so guests with an 8 course gourmet dinner in 3-4 hours.

And they are most important to seniors. Most seniors are aware of good diet and nutrition too late, but I have fed seniors and understand the many problematic realities with Low-salt, No suger, No fats, No processed white flour.

II-B Financial Ablitity.

As the economy has hit us very hard in the past 2-3 years, I have continued to earn a living and have survived the recession. I do not have quarterly statements to provide but will provide you some information about my stability. I own my own home and have about \$400,000. in equity in it. I own all of my catering equipment, 3 Vans and lots of Provisions FREE and CLEAR Some attached bank statements will show that I generate \$10-15,000 monthly. I personally have in storage all the smallwares and equipment to complement the existing kitchen facility in Sunnyvale. I have all of the neccessary resource to supply all of the neccessary food items from my existing purveyors and suppliers. To feed 50 people or more daily would not take an enormous additional capital expenditure. As I have been working out of Grill Master's Kitchen, there is also many resources there available to me as well.

If there is steady income paid in a timely fashion from the Senior Center, this will insure a steady flow to making the venture profitable and secure as we continue our relationship.

II-C Related Experience.

In 1997 I operated a kitchen at The Blue Devils Bingo Parlor in Concord. It held over 500 customers daily -7 days a week. They were predominantly Senior Citizens on fixed income. We provided a hot meal daily for about \$5.00 as well as sandwiches, soups, snacks and beverages. We enjoyed great success and the people were really sad to see me leave because they enjoyed the food so much. But the hour drive each way was wearing and I gave it up living in South San Jose.

II-D School Lunch Experience.

Children and Seniors are similiar in the sense that they both have very fragile immune systems and need special attention. They also all have special diets, i.e. low salt, low fat, etc. Having fed many age groups and enjoyed experience in many facets of the food business, especially for young students in the many schools that I have fed, I have become very aware about the needs to supply only fresh and low-fat meals. There is a constant awareness of ever-changing nutrition standards evolving with our diets. Although it is very difficult to provide organic food for \$5.00, I have only served healthy foods low in carbs, low in saturated fats, low in salt and sugar. For sandwiches, I only use whole wheat bread. We make all of our own soups from scratch.

We keep processed foods to a minimum and use the best ingredients we can to prepare your meals. When we make mashed potatoes, we peel fresh potatoes. We use lean beef, a lot of chicken and vary our menu constantly to provide many ethnic dishes with a variety of meats and vegetables. Enclosed, I will provide a sample menu for a month. (See Attachment "A")

We had great success with the High Tech Industry in Silicon Valley during the boom years and did close to \$1,000,000 in sales the last year in 2001. We fed many clients daily at their site, usually a hot meal-- lunch, dinner, or special event. I have managed a full service catering business for the past 9 years with some reasonable success (until the recession hit us hard in Silicon Valley) Grill Master's Catering still operates 5-6 Cafes at various company's with hot meal service daily. Together we have produced many great "Food" events.

I have enclosed a presentation for School Lunch Programs that shows the in-depth research I have done to maintain a healthy and nutritious lunch program for school children. Because there is a high incidence of illness related to school lunch programs across the country we have developed safe food handling procedures even more stringent than the national guidelines in providing safe school lunches. As our population is getting older in median age, diet has become a major concern and we are well aware of that as well. A healthy diet is important with an increased intake of whole grains and fiber. We will address this as well.

II-E References (Vendor/Business/Banking References on request)

Personal References

**Grill Master's Catering
Ed Salah
735 The Alameda
San Jose, CA 95126
408-295-9645**

Ed is my brother and we have worked together most of our lives in many different businesses. He has also been my partner.

Client References:(Almost all of the high-tech accounts we fed are closed except the following)

**Amazing Events
Chris Chaney
P.O. Box 1227
Mountain View, CA 94042
650-968-3600**

I have worked with Chris Chaney at Amazing Events providing varied catering services for many needs over the past 6-7 years including large Special Events for Corporations for over 1,000 guests to high-end dinner parties for 20-25.

**Kiddie Kampus Day Care
Calvary Baptist Church
Kathy Traversari
16330 Los Gatos Blvd.
Los Gatos, CA 95032
408- 356-5776**

I have supplied Kiddie Kampus lunch for their 60-70 students daily for about 2 years up until recently when they opened their church kitchen to utilize for all church functions, including the Day Care Center.

**Challenger School Sunnyvale
Traci Caton
1185 Hollenbeck Avenue
Sunnyvale, CA 94087
408-245-7170**

I have had contracts with 4 Challenger Schools over the past 3 years and serve nutritious hot lunches as well as, Vegetarian Options daily for about \$4.00.

Section III-A Staffing.

As I have said, a cook to produce the daily meal is all that may be necessary in the beginning. I have many coproarate events throughout the year where I staff as I need. For a \$5.00 meal, cost of goods and labor is of the essence. For 50 people daily as an average, one cook is all that is needed. He can also clean up afterwards. Dishes and service ware will be disposables, so the only dishwashing will be for pots and pans, serving trays, etc. This is minimal and the need for a dishwasher may not be needed. If it is we will provide one. Pastry chef's will not be needed unless the price increases substantially. As the business needs to expand, I will hire a dishwasher/clean-up person, perhaps a couple of prep cooks, waitstaff/delivery personnel to handle the event. I can see 10-12 more people employed as the business needs to grow.

I am the executive chef and will oversee all meals and manage the kitchen duties daily. I will also prepare some of the desserts, salads, entrees and help to prep all foods when necessary. There will also be a server available to help or make deliveries to other clients as needed. All others will be brought in as the needs expand. My cook can cook for 3 different clients the same morning or afternoon, and for as many as 500 with a little help depending on the complexity of the menu.

The bottom line is the "Bottom Line". I understand how to make a venture profitable. And if the venture can not be profitable, it can't be good for either party. Staffing and payroll is one of the most expensive commodities in the business. I pay my people very well and work them very hard, and the ones that stay can do the work of 2 or 3. With sales of approximately \$125-300. daily, there isn't room for any extraneous personnel.

Section III-B Menu Creativity.

Yes, That's the key, creativity. As I have served a number of schools for a number of years, that is the key, not just giving the kids what they will eat, but being *creative* to find nutritious meals and to expand thier pallette. Some of the schools we serve have 50% Indian enrollees, and some over 50% Asian, many vegetarians. Some can't eat meat. Some can't eat Beef. Some are allergic to peanuts. We have become very creative to make ONE meal daily that can suffice for all and still be "Kid Friendly". I could double my sales if I served "Pizza" every day for lunch. But, I don't do that. We serve Italian dishes, Mexican dishes, Mid-Eastern dishes, Asian dishes, Indian dishes. And we also make a lot of good old American dishes like Beef Stew and Meat Loaf & Mashed Potatoes.

Section III-C Serving dishes, Service ware, Linen, Glassware. Although we own a lot of china and silverware (SS) and I would prefer to use it, the cost of washing dishes and hiring a dishwasher does not outweigh providing Disposables. I can supply trays or placemats. We will provide Heavy-duty Foam Plates and Heavy Duty Plastic Service ware that works well for us which outweighs the cost of the alternative. Cost is a factor. If you would provide a dishwasher and volunteers to clean the dishes, we will provide the dishes, etc. I own all of the linen you will ever need. It has a cost, but if it is the deal breaker, I will supply you with linens free. I will supply all of the necessary serving and cooking utensils I have a truckload of stuff, more than we would ever need, as well as small appliances, mixers, toasters, etc. I also have a lot of glassware, but prefer not to use it if possible. Someone has to wash them!

Section III-D Daily Attendance We hope that in taking the orders, you will notify us as soon as possible to the daily count. We will always have extra for walk-ins. We have a lot of experience in trying to never send anyone away hungry, as with schools and restaurants. *We always try to accomodate the customer.* We will work together to estimate the count for each day, and keep enough food on hand to make something quickly if the daily special does run out.

We can always grill a burger or make something quickly to serve last minute. We like Happy faces, not frowns. As far as the fluctuation affecting the bottom line, I would hope to complement the fluctuation in business with other business I can generate outside the facility. the kitchen is big enough to feed thousands daily. With a kitchen that large and a mazimum capacity of 95 you have to get creative.

Section III-D Customer Appeal.

The greatest attraction to Senior Citizen participation besides providing a really great meal, would be to provide a really great meal for \$2.00. I think cost to fixed income senior citizens and saving money is the greatest appeal. I intend to furnish fresh meals that will be appetizing and well balanced for a reasonable price. I won't tell you that I will furnish Gourmet Nouvelle Cuisine designed artistically on a plate for \$5.00, but I will furnish a large variety (to keep them coming back) of very good meals in generous portions. Meat and Potatoes. That's what we do very well, and not just meat and potatoes!

There will be special monthly meals we wil develop for them , extraordinary meals for special holidays and occasions. Corned Beef and Cabbage for St. Patrick's Day. Turkey Dinner with all the fixings for Thanksgiving., Roast Beef for Christmas, Roast Ham for Easter, and perhaps a "Special Barbeque" for the 4th of July or other summer event.

The lasting appeal will be is how often they come back if they really enjoy the quality of the meal. We hope to prove that to you. I have a large portable Salad Bar on Wheels, perhaps an all you can eat Salad Bar, or Sandwich Bar weekly with Tuna, Cheeses, and Chicken could be a menu item weekly. I know seniors like "All You Can Eat" buffets and salad bars where they can eat all they want for a reasonable price.

Section III-E Availability and Start Date.

Given the approval, I can start in September, or whenever your start date is for the long term contract. I would need a week, perhaps 2 at the most to get everything in place. I am available immediately otherwise. To begin with, the start-up would be very simple and could be done quickly. With a week to make the transition, after approval is given and menu's are developed. I have a stock of foods on-going presently. I have the core group to employe. I have all the neccessary equipment that may be needed for smallwares, utensils, pots, pans, racks, cleaning material, office computers, etc. The core group needed to operate the kitchen is in place at the moment. they have been trained, certified for safe food handling by the health department and have worked for me in the past for more than 5 years.

Section III-F Marketing Plan.

The plan is to develop healthy and nutritious meals for senior citizens at a reasonable cost. To feed an average of 50 people for lunch is quite simple and will not need a big staff. One person to cook, and help to serve, which you are to provide. More as the need arises. The key to making this venture successful is "Creativity". My background in Marketing, Advertising and Sales has given me the capability to be creative in all aspects of business, and to focus on the means to make it successful for all concerned.

In order to make the venture profitable as well as filling the facility to the maximum for the capacity designed, we will need to get creative. I have many ideas to expand the service and to make it a centerpiece of the Center. I also can do all of the computer design work, develop the copy to make it enticing and to manage the facility - hands-on. If given the opportunity, the marketing plan will be proposed and developed with the center.

Section III-G Facility Usage

Yes, I would use the Senior Center kitchen facility for any other events that my company will enjoy. There has not been a lot of other business this past 2-3 years, and I am just starting to book summer events for 25 to 1,500 people. This kitchen would be more than sufficient to handle a lot of other business if it happens. The facility would be shared with you to book other caterers that are using the facility or other events. This kitchen would allow the sharing without a problem. I would try to secure my small wares whenever possible, but I don't have a problem if they use some of my equipment now and then, if they clean it after each use. I am not big on posting NO and DON'T USE signs all over the place. I have shared kitchens most of my life and have learned to be flexible. I have a lot of equipment. I have a lot of sheet pans and hotel pans. I don't keep expensive knives for others to use. I have a lot of commercial pots and pans. If I lost one or 2 here and there, it would not be a problem.

Section III-H Securing Equipment.

As I have said, I am very flexible in sharing the facility. I don't expect to be so busy as to need it morning, noon and night 24/7. My primary business will be for lunch 5 days a week. A small crew to clean up daily past 2:00 unless we decide to develop any afternoon business at the facility. We don't plan on being there most weekends, so there shouldn't be a problem in sharing the facility with anyone. I have seen storage lockers and storage rooms that can be locked. Small equipment that could easily disappear can be locked up nightly, but most of the pots and pans and most other smallwares should not be a problem. If we find too many things are missing, we can address the problem by adding lockers or locks.

I do not expect that the kitchen will be shared most of the time. I have shared a 7,500 sf facility with another caterer for 3 years in Sunnyvale. Yes, we lost some equipment. Yes, we lost some produce or food items now and then. But after a while, we began to share items that were needed without having to worry about being paid back. We used the "Honor System" and it worked very well. We never lost anything of significance. I don't expect that any professional caterer coming in to the facility to produce special events there will need the full usage of all the equipment other than warming food up and storing things in the fridge.

I would expect the center to give me access 24/7/365 to the kitchen and to use it without causing any annoyance or distress to the rest of the center. With separate rear access this shouldn't be any problem. I can expect that there will be times when I will have an event when some else will be using the kitchen. I will do my utmost to prepare what I need beforehand and keep any mutual time we need to spend together in a flexible and professional manner for the kitchen is large enough to be utilized by more than one caterer at any given time.

Section III-I Other Proposer Information

I don't know what else I can provide to you other than cooking some meals for you. That is the bottom line, the food. I am creative when it comes to managing the catering business. I have nurtured hard working and talented employees. I am a hands-on owner/operator. I am a senior by most standards with a sense of humor. I know good nutrition. I will promise to make you proud of a clean and safe facility. and I will try a number of ideas to make the center a place where seniors will come to eat and socialize.

We have talked briefly about a Continental Breakfast and Snacks for the early excersize crowd, but there may be other areas to look at to increase sales, perhaps to staff. Special dinners are always good as well.

Section IV-A The Bottom Line

Excluding the business I will be bringing with me, any business generated through the Senior Center or The city of Sunnyvale, I am willing to prorate the cost of each meal at the Senior Center on a downward sliding scale. I understand you are not willing to sign an exclusive contract for all other events utilizing the facility at the Center, but are open to let other citizens bring in their own caterer. I don't know the reasons this didn't work and I can understand that if the prices for these events was perhaps a lot steeper than what the competition is offering. But I am willing to develop a reasonable variety of menus with reasonable prices to offer these outside users. This additional income would help prorate the cost of the Senior Meals. If they still want to bring in other caterers, that would still work.

Perhaps there is other City functions that need catering services regularly? This also would help amortize our mutual benefit and costs.


Let's say the Senior Center reached it's maximum output at \$5.00 a meal and the daily average reached \$500. a day. That's \$10,000. a month. That is not enough to make it palatable for either of us to make it successful. But with any other added revenue from other Senior Facility Events that would bring in \$10,000 a month. I could cut the cost of a meal to \$2.50-3.00. If there are any other events from the City, this would help also in bringing the cost down. I would develop meals and prices to meet the needs of these events.

If my business took off and my sales averaged over \$20,000. a month, I would also subsidize the cost of the meals to \$2.50. If combined sales between the Senior Center/The City and Culinary Magic Catering reached a yearly volume of \$500,000. I would give the meals away for FREE. I would negotiate this with you if there is interest and attach it to the contract. There are ways to make this work, but we have to get creative!

Section IV-B My Promise

I would like to reiterate my desire for the opportunity to utilize the Senior Center's kitchen and feed the Seniors on a daily basis. I will provide great food to them within the cost boundaries and try my best to please and accommodate them. I will be creative in developing many ideas to make the Senior Center Food Service facility a self-sustaining and popular facility to dine at. I will operate the kitchen and dining area in a professional manner, keep it spotlessly clean, and maintain the facility to the best of my ability. I will work closely with the staff with new ideas to expand and continue the facility to the best manner possible to maximize success.

Sincerely,



Basil S. Salah

Culinary Magic Catering



Culinary Magic

390 Crestview Drive, Santa Clara, CA 95050 • 408-564-9000 • Fax 408-564-7999 • bsalah4 @netscape.net

August 2, 2005

City of Sunnyvale Purchasing Division
City Hall Annex
650 West Olive Avenue
P.O. Box 3707
Sunnyvale, CA 94088-3707

Attn: Ms. Dreama Howard/Patricia Lord

*Re: Proposal for Long-Term Food Service Program
Sunnyvale Parks and Recreation Department
RFP - F00404-59 ---Addendum to Long Term Proposal*

Dear Ms. Lord & Ms. Howard:

In regards to my long term proposal, I would like to confirm some new circumstances for I am in the process of merging with another caterer to enhance my use of the kitchen facility and make it more appealing for you :

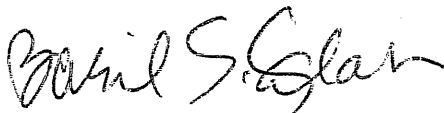
1.) With the added volume of sales my new relationship will enjoy, I am willing to confirm a lower fee per meal for the Senior Center of \$2.50 plus \$60.00 per day.

2.) I will use "Real" china dishes and silverware for serving instead of disposables. If you can help with volunteers to wash dishes, that would help. Otherwise I will supply clean-up crew to wash dishes.

3.) I, Basil S. Salah will be on the premises the majority of time to manage and oversee operations. I will designate other partners to also be there when I am not.

4.) With the added personnel of 4 people and 3 in my present company, there will be a total of 7-9 people there most days. Most of this crew will be out before lunch at other events, and when we have larger events, outside personnel will be brought in to handle the additional load only and not on a permanent basis.

Sincerely,



Basil S. Salah
Culinary Magic Catering

Section IV-C Addendum Licensing

I am currently working under my brother's license and business facility (Grill Master's Catering) and have not renewed Liability & Workman's Comp Insurance, and licensing. If awarded the contract, I will submit a Sunnyvale Business license and copies of Liability and Workmans Compensation Insurance.

I am also certified by the Safe Food Handling Department of the State Health and Environment Department.

We abide by all Federal and State Regulations and Laws including being an Equal Opportunity Employer.

Basil S. Glan

EXHIBIT "C"

CONTRACTOR SCOPE OF SERVICES

Schedule

Contractor shall plan, prepare and serve one congregate meal per day for seniors at the Sunnyvale Senior Center. Meals shall be served Monday through Friday at noon for a maximum of 95 participants with the exception of the following holidays (for which the City shall not be charged):

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	December Holidays (Christmas Eve through New Year's Eve)

In addition, lunch may not be served if Senior Center special events have been scheduled for the Monday through Friday noon time or any mutually agreed upon dates. Contractor will be considered for catering special events at noon on weekdays but may also be held on weekdays at other times, during the evenings and/or on weekends. Historically, participation in special event meals has ranged from 150 to 200 persons.

Monthly Menu Plans

Contractor shall prepare monthly menu plans shall be prepared in advance and submitted to City at least seven (7) calendar days prior to the start of each new menu plan. Contractor shall post monthly menus at a designated location in the Senior Center at least one day prior to the first day of each month.

Meal Preparation, Service and Clean Up

Contractor shall provide meals, prepared on-site, of good quality, appeal and nutritional value. The City prefers plated meals that include a hot entrée, dessert and beverage with optional soup and/or salad and bread basket. Meals shall be served to seniors at the tables.

Contractor may expect 6-8 senior volunteers to assist with the lunch program, which may or may not include washing dishes, on a daily basis.

Prior to each meal, Contractor shall ensure that fresh condiments are available on each table, including salt, pepper, sugar, and sugar substitute.

Contractor shall bus and clean City-provided tables and chairs following each meal and shall place all trash in a City-provided dumpster at the end of each meal.

Items to be Provided by Contractor

Contractor shall provide the following items at his own expense for use in the performance of services under this contract:

- Food and supplies to be used in the preparation of lunches for seniors.
- Cleaning supplies. It is the policy of the City of Sunnyvale to use environmentally preferable products, whenever possible. Contractor is encouraged to supply environmentally preferable products that meet performance requirements. All supplies shall be approved by the City prior to use in the Senior Center.
- Table service, including silverware, coffee mugs/cups, and dishes, unless negotiated separately with the City.
- Cookware, utensils, specialized small appliances, etc., for his own use.
- Office equipment and computer, if required, for the use of Contractor or his employees. Only City-related documents may be duplicated using the Senior Center copy machine.

Contractor shall be responsible for maintaining all Contractor-provided table service, cookware and utensils, appliances and equipment.

Use of Facility

Contractor shall share the use of the kitchen area and major kitchen appliances with City-contracted cooking instructors and other caterers whose clients have booked space of the Community Center for specific events. Contractor shall work cooperatively with such other parties and shall not unnecessarily inhibit or restrict their use of the kitchen, including City-provided appliances and equipment. Contractor shall be responsible for securing Contractor-owned equipment and supplies to ensure its protection from damage or loss by other users of the kitchen.

In the case of catered events occurring after November 1, 2005, but scheduled prior to that date, Contractor and City agree that the caterers for these events shall be given priority use of the kitchen.

Contractor shall have the exclusive use of office and dry food storage in the Senior Center adjacent to the kitchen area.

Contractor shall not make any structural changes to the Senior Center facility.

Contractor and staff shall park in far end of the Senior Center parking lot during weekdays, Monday through Friday, 8:00 a.m. to 6:00 p.m. Contractor may use the loading zone near the Senior Center for loading and unloading only, and vehicles owned by Contractor or Contractor's employees shall not be parked in the loading zone for extended periods of time.

Contractor shall inform its employees that smoking is not allowed within 20 feet of any City building and shall ensure compliance with this rule.

City-provided keys to the Senior Center shall be for the exclusive use of the Contractor and may not be duplicated or shared. Lost keys shall be immediately reported to City. The cost for replacement of keys lost by Contractor or re-keying of locks at City's discretion shall be paid by Contractor.

Contractor shall ensure that Senior Center doors remain closed during occupancy. When leaving the building at the end of a work period, Contractor shall ensure that all doors are locked and that appliances, equipment and lights are turned off.

Safety and Sanitation

Contractor shall be responsible for maintaining the kitchen, office space, delivery/entrance area and storage area in a clean, safe and sanitary condition to the satisfaction of City.

Contractor shall be responsible for providing janitorial service in the kitchen area, office and dry food storage area and for the cleaning, care and maintenance of all City-provided kitchen appliances and equipment.

Contractor shall provide to its employees environmental, health and safety training to ensure compliance with all federal, state and local laws or regulations, including those of the California State Health Department in relation to food preparation and the prevention of food-borne illnesses.

Contractor shall be responsible for the collection, storage and disposal of tallow.

Contractor's Employees

Contractor's employees shall present a clean and neat appearance and shall wear uniforms at all times while performing work under this contract. At a minimum, uniforms shall consist of identical aprons or uniform shirts to which Contractor's business name and/or logo have been affixed. Uniforms shall be approved in advance by City.

Contractor's employees performing work under this contract shall speak, read, write and understand English.

Contractor shall provide a current list of employees that will access City's facility and shall keep this list current throughout the contract term plus extensions.

Contractor shall designate a supervisor who will be the City's primary contact for services performed under this contract. All direction given to Contractor's supervisor shall be as binding as if given to Contractor.

Contractor shall remove from service on City premises any employee of Contractor who, in the opinion of City, is not performing the services in a proper manner or who is otherwise objectionable.

Insurance Requirements

Contractor shall provide and maintain throughout the term of the contract, including extension(s), the insurance coverage described in Exhibit E. In addition, Contractor shall be solely responsible for insuring against loss or damage from fire, theft, or any other cause, at its own cost and expense, any furnishings, fixtures, equipment, merchandise and supplies provided by Contractor and used in the performance of services under this contract.

Reporting of Problems

Contractor shall regularly observe the general condition of all facilities, furniture and equipment and shall report problems to City. Contractor shall immediately notify the City, in writing, of any occurrence or condition that interferes with its ability to be in full compliance with contract requirements.

EXHIBIT "D"

DUTIES OF THE CITY

Use of Facility

The City grants to Contractor the right to the shared use of that portion of the Sunnyvale Senior Center ordinarily used for the senior lunch program, including the kitchen, including major kitchen appliances, and an adjoining dining area and the exclusive use of an office and dry storage area adjoining the kitchen. City agrees that Contractor may use this portion of the facility to perform catering services in addition to the senior lunch program, provided that such use is in full compliance with the terms and conditions of this Agreement.

Obligations of City

City shall provide a maximum of two sets of facility keys to Contractor, as required.

City shall work with the Contractor to review/approve monthly menu in a timely manner.

City shall bear the cost of repair and maintenance of City-provided kitchen equipment except that caused by Contractor neglect and/or abuse. City reserves the right to inspect all City-provided equipment from time to time to ensure that it is being cleaned and maintained in an appropriate manner.

City shall set up, remove, store and maintain dining room furniture, including round and rectangular tables and chairs with a seating capacity of 95 persons. Although Contractor may use this furniture while performing services under this contract, this use will not be exclusive.

City shall coordinate and supervise the activities of senior volunteers assisting with the senior lunch program..

City shall provide additional staff for Senior Center special events, as required.

City shall provide Contractor a list of City-owned kitchen appliances and equipment.

City shall provide and pay for all electrical, natural gas, water, garbage collection (with the exception of any garbage that is brought to the City from any outside catering sites) and sewer services, including grease traps, used by Contractor in the performance of its services at the Senior Center.

City shall publish information about Contractor and its Senior Center services in City's quarterly Older Adult Guide at no charge to Contractor. (This guide is distributed to over 4,000 Sunnyvale seniors each year in the Spring, Summer, Fall and Winter.) In addition, the City may publish information at no charge to the Contractor, in the Quarterly Report and the Sunnyvale Parks and Recreation Youth and Adult Activity Guide.

City shall collect and manage all revenue generated through the Senior Lunch Program.

City shall consistently pay Contractor's invoices in a timely manner.

EXHIBIT "E"

INSURANCE REQUIREMENTS

CONTRACTOR shall obtain, at its own expense and from an admitted insurer authorized to operate in California, the insurance coverage detailed below and shall submit Certificate(s) of Insurance to the City of Sunnyvale, Purchasing Division, 650 West Olive Ave, PO Box 3707, Sunnyvale, CA 94088-3707; fax (408) 730-7710.

CONTRACTOR shall take out and maintain during the life of the contract **Workers' Compensation and Employer's Liability Insurance** for its employees. The amount of insurance shall not be less than \$1,000,000 per accident for bodily injury or disease.

CONTRACTOR shall take out and maintain during the life of the contract such **Commercial General Liability Insurance** as shall protect CONTRACTOR, CITY, its officials, officers, directors, employees and agents from claims which may arise from services performed under the contract, whether such services are performed by CONTRACTOR, by CITY, its officials, officers, directors, employees or agents or by anyone directly or indirectly employed by either. The amount of insurance shall not be less than the following: Single Limit Coverage Applying to Bodily and Personal Injury Liability and Property Damage: \$2,000,000.

The liability insurance shall include, but shall not be limited to:

- Protection against claims arising from bodily and personal injury and damage to property, resulting from CONTRACTOR's or CITY's operations and use of owned or non-owned vehicles.
- Coverage on an "occurrence" basis.
- Broad form property damage liability. Deductible shall not exceed \$5000 without prior written approval of CITY.
- Notice of cancellation to CITY's Purchasing Division at least thirty (30) days prior to the cancellation effective date.

The following endorsements shall be attached to the liability insurance policy, and copies shall be submitted with the Certificate(s) of Insurance:

- The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damage must be eliminated.
- CITY must be named as additional named insured with respect to the services being performed under the contract.
- The coverage shall be primary insurance so that no other insurance effected by CITY will be called upon to contribute to a loss under this coverage.